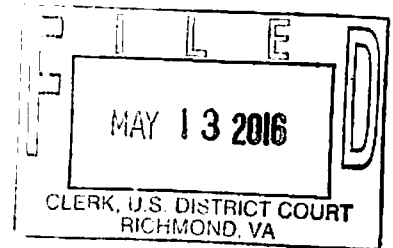


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division



THELMA L. HEWLETT,
Plaintiff,

v.

PERMANENT GENERAL ASSURANCE
CORPORATION and S&M AUTO
SERVICE LLC.,

Defendants.

Civil Action No.3:15-cv-553-JAG

AMENDED COMPLAINT FOR CIVIL ACTION No.3:15-cv-553

(1) That turning to Ms.Hewlett's claim for negligence, and the civil conspiracy of "Permanent General and S&M AUTO SERVICES LLC.,under color of law that deprives Ms.Hewlett, of her right upon the second claim,claim number (20022424) 8/10/2015 and at the same time, Permanent General, breach their duty when they conspired with S&M AUTO SERVICE LLC., directing her claim to the first claim,claim number (PA2014163) that was not a total loss to her (GMC ENVOY)and see the report attached to this action from "Mechanicsville Body & Pain, and when Ms.Hewlett try to make a report about her (GMC) claim No.(PA2017370) to Ms.Austin Hall (1-800-280-1466 at Ex 1280, they conspired with S&M AUTO, AS I said before they directed that claim to the first claim, No. PA2014163, when it should have been two claims, because the

"Plaintiff's policy was in force, property damage (per) accident \$50,000 with \$200 deductible and bodily injury property-damage liability per person/per accident/\$50,000/100,000/50,000 and with this policy in force under color of "State Law, 38.2-510 and 38.2-512 and turning to the law of conspiracy and the facts of the "plaintiff's " policy property damage (per) accident, both defendants conspired with each other because of the "Plaintiff", sex,color and race, see the attached reports of the "Market Conduct Examination report", that the conduct of the defendant has not change from that time of the of that report 1/23/2012.

(2). That upon the first page turning to the negligence and the first reported fire and water damage to the plaintiff's (GMC) that was not a total loss, which was at, Mechanicsville Body & Paint 8151 Elm Dr.,(804) 746-3262 for about two, or three weeks before it was move to, S&M AUTO, which was not a total loss, but when the second reported fire, that when S&M AUTO, and the "Plaintiff's Insurance company conspired with each other because her,sex,color and race, and they use their skill and knowledge to keep the property damage liability lower, under one claim, to cover-up-the property damage claim that happened on S&M AUTO property.

(3). That under color of "State Law" 42 USC 1981 a,b,c, that the discriminatory conduct of all the facts on (page's) 1,and lines 2, and this line 3, of the defendants conduct against the plaintiff's, will support, a damages of PUNITIVE

DAMAGES, award against all the defendants for race discrimination, and for their disparate treatment in her insurance policy for property damage, which cause the plaintiff's in this case to suffer mental anguish and emotional damages, and cause a very hardship on the plaintiff's, of having to buy a new car, that the plaintiff in this case is a low-income woman, and we understand being a low-income person and buying a car, and having her very own insurance company discriminated against her and her's insurance policy with disparate treatment with her's policy, and breach their duty in the most light of Talley v. Danek Medical, Inc., 179 F.3d 154, 151 (4th Cir. 1999. upon the facts of "Claim Number PA2017370 reported to the General, employee's Ms. Austin Hall 1-800-280-1466 at EX 1280 that was denied, and they conspired with S&M AUTO, denied that claim and directed under the first claim, and in the plaintiff's civil action, she cites, Kondaurov v. Kerdasha, 270 Va.356 (2005) in that case the court look for the causal link and the causal link was missing to grant her damages for mental anguish, but that is not the case here, the causal link is here, upon Claim No. (20022424) Claim No.(PA2014163) and Claim NO.(PA2017370) IS NOT missing for the "Court's to grant Ms.Hewlett damages for mental anguish, and that upon 38.2-510 and 512 under color of "State Law" this plaintiff's has suffer from all the defendants mental anguish and unfair claim settlement practices, of both parties, and it is not necessary that each member of a conspiracy know the exact which every other participant is playing. The plaintiff is a member of a protected class, and she suffered an adverse

action of all the defendant, and her policy was in force at the time of the adverse, and she was performing at a level that met the policy reasonable expectations at the time all the defendants adverse action took place, and the adverse action occurred under circumstances that give rise to an inference of unlawful discrimination, McDonnell Douglas Corp., 411 U.S. at 802.

Well the plaintiff's, demands that this case be tried by a jury.

The plaintiff's hereby moves this "Court" for judgment against both said defendants for, "PUNITIVE DAMAGES" in the amount of \$100,000 each.

The plaintiff's hereby moves this "Court" for COMPENSATORY DAMAGES IN THE AMOUNT of \$50,000 each.

CERTIFICATE OF SERVICES

I Certify that on May / 13 / 2016 I mail a copy of this "AMENDED ACTION", to all defendants, Register Agent for PERMANEN GENERAL ASSURANCE CORPORATION/ C.T.CORPORATION SYSTEM 4701 COX ROAD SUITE 285 GLEN ALLEN, VA 23060. and REGISTER AGENT FOR, S&M AUTO SERVICE LLC., JAMES STEWART 1758 Cactusrd Road Mechanicsville, 23111

